



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Erik Hansen - District #3**  
**Steve O'Doriso - District #4**  
**Mary Hodge - District #5**

**PUBLIC HEARING AGENDA**

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**January 24, 2017**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

**A.** Adams County Commissioners Career Expo Award

**5. PUBLIC COMMENT**

**A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.**

**A. Citizen Communication**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

**A.** Minutes of the Commissioners' Proceedings from January 17, 2017

**B.** Adams County Treasurer's Summary December 1-31, 2016

**C.** Adams County Public Trustee Operational Expense for the Quarter Ending December 2016

**D.** Resolution Approving Colorado Preschool Program Contract 2016-2017 between Adams County Head Start and Westminster Public Schools

- E.** Resolution Formally Appointing Kurt Carlson, Casandra Bossingham and Nathan Mosley as Signators for Calendar Year 2017, Allowing them to Approve Specific Facility Lease Agreements at the Regional Park Complex and Rotella Park on behalf of the Board of County Commissioners, County of Adams, State of Colorado
- F.** First Amendment to Deed of Conservation Easement between Adams County and Colorado Open Lands for the Reffel Property
- G.** Resolution Approving Grant Agreement between Adams County and the State Board of the Great Outdoors Colorado Trust Fund for the Purchase of the Willow Bay Property
- H.** Resolution Approving the Release of the Second Bond, Bond Number TM5149605/015041942 for \$142,469.50, for Final Acceptance of Public Improvements Constructed at the Midtown Subdivision, Filing No. 2., Case No. PRC2013-00011
- I.** Resolution Approving Colorado Preschool Program Annual Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start and School District 27J
- J.** Resolution Approving Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start Brighton Site and School District 27J
- K.** Resolution Adopting Commissioners' 2017 Reorganization

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Approving Amendment Two to Agreement between Adams County and One World Translation & Associates, Inc., to Provide Translation and Interpretation Services
- 2.** Resolution Accepting a Proposal and Awarding an Agreement to MovePlan to Provide Move Management Consulting Services for the Adams County Human Services Center
- 3.** Resolution Accepting Change Order Number Two to an Agreement between Adams County and FCI Constructors for the Adams County Justice Center Phase II Build Out

**B. COUNTY ATTORNEY**

**8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402 (4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Shingle Solutions Case**

**9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Real Property**

**10. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, JANUARY 17, 2017**

1. ROLL CALL (09:11 AM)

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:11 AM)

3. MOTION TO APPROVE AGENDA (09:11 AM)

**Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Mary Hodge, unanimously carried.**

4. BOARD OF COUNTY COMMISSIONERS 2017 REORGANIZATION (09:11 AM)

Nomination of Commissioner Henry as Chair

**Motion to Approve Nomination of Commissioner Henry as Chair Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, passed with a roll call vote 4:1.**

Nomination of Commissioner Tedesco as Vice-Chair

**Motion to Approve Nomination of Commissioner Tedesco as Vice-Chair Moved by Eva J. Henry, seconded by Mary Hodge, passed with a roll call vote 4:1.**

5. AWARDS AND PRESENTATIONS (09:14 AM)

A. 17-050 Employees of the Seasons Presentation

6. PUBLIC COMMENT (09:50 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication (09:50 AM)

7. CONSENT CALENDAR (09:51 AM)

A. 17-020 List of Expenditures Under the Dates of December 26-30, 2016

B. 17-028 List of Expenditures Under the Dates of January 3-6, 2017

C. 17-024 Minutes of the Commissioners' Proceedings from January 3, 2017

D. 17-010 Resolution Regarding Defense and Indemnification of Andrew Smolinski as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.

E. 17-012 Resolution Approving the Substantial Amendment to the Adams County 2016 Annual Action Plan

F. 17-018 Resolution Approving Amendment 1 to Land Lease Agreement between Front Range Airport and Aerial Surveys International, LLC, FKA Front Range Hangar 8, LLC, for Hangar Located at 37900 Cessna Way, 4C

G. 17-019 Resolution Approving Acknowledgment and Consent between Adams County and 37600 Cessna Way, LLC to Sublease to Berven Industries, LLC

H. 17-027 Resolution Approving Colorado Preschool Program Intergovernmental Agreement

2016-2017 between Adams County Head Start and Adams 12 Five Star Schools

- I. 17-044 Resolution Approving Subdivision Improvements Agreement for Bartley Subdivision Phase IV

**Motion to Approve 7. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.**

## 8. NEW BUSINESS

### A. COUNTY MANAGER (09:51 AM)

1. 17-011 Resolution Approving Amendment Two to the Contract between Adams County and Piper Jaffray and Company for Independent Financial Advisor Services for the Finance Department (09:51 AM)

**Motion to Approve 1. 17-011 Resolution Approving Amendment Two to the Contract between Adams County and Piper Jaffray and Company for Independent Financial Advisor Services for the Finance Department Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.**

2. 17-014 Resolution Approving the First Amendment to Agreement between Adams County and CareHere Management, PLLC, to Install and Maintain the Propel Wellness Software System (09:53 AM)

**Motion to Approve 2. 17-014 Resolution Approving the First Amendment to Agreement between Adams County and CareHere Management, PLLC, to Install and Maintain the Propel Wellness Software System Moved by Erik Hansen, seconded by Mary Hodge, unanimously carried.**

3. 17-017 Resolution Approving Amendment Two to Agreement between Adams County and Family Tree, Inc., to Provide Domestic Violence Shelter and Services for Temporary Assistance for Needy Families (TANF) (09:55 AM)

**Motion to Approve 3. 17-017 Resolution Approving Amendment Two to Agreement between Adams County and Family Tree, Inc., to Provide Domestic Violence Shelter and Services for Temporary Assistance for Needy Families (TANF) Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.**

### B. COUNTY ATTORNEY (09:57 AM)

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Proposed Legislation

**Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Proposed Legislation Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

10. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Real Property (09:57 AM)

**Motion to Approve 10. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Real Property Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.**

### 11. ADJOURNMENT (09:58 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



# Adams County Treasurer's Summary

Start Date	12/01/16
End Date	12/31/16

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$130,186,470.83	\$8,047.43	\$0.00	\$3,435,972.54	\$2,218,807.93	(\$120.74)	(\$18,343,370.82)	\$117,505,807.17	\$0.00
0004 CAPITAL FACILITIES	\$15,082,921.70	\$0.00	\$0.00	\$5,777.37	(\$1,060,256.02)	\$0.00	(\$1,211,451.09)	\$12,816,991.96	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$2,153,030.88	\$0.00	\$0.00	\$18,949.79	(\$4,462.33)	\$0.00	(\$208,227.87)	\$1,959,290.47	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$15,643,553.70	\$0.00	\$0.00	\$88,298.40	\$447,038.04	\$0.00	(\$572,378.53)	\$15,606,511.61	\$0.00
0007 STORMWATER UTILITY FEE	\$6,599,610.41	\$0.00	\$0.00	\$72,481.47	(\$1,978,978.45)	\$0.00	(\$194,557.43)	\$4,498,556.00	\$0.00
0013 ROAD & BRIDGE	\$52,946,351.88	\$456.41	\$858,316.56	\$1,870,169.02	(\$117,901.97)	(\$6.78)	(\$1,973,687.32)	\$53,583,697.80	\$0.00
0015 SOC SVCS (WELFARE)	\$12,111,786.14	\$828.18	\$0.00	\$2,784,428.59	(\$395,824.97)	\$0.00	(\$4,195,587.62)	\$10,305,630.32	\$0.00
0019 INSUR CLAIMS & RESERVES	\$7,011,228.26	\$0.00	\$0.00	\$21,448.75	\$1,430,028.03	\$0.00	(\$1,557,932.97)	\$6,904,772.07	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$446,404.17	\$90.21	\$0.00	\$0.00	\$0.00	(\$1.33)	\$0.00	\$446,493.05	\$0.00
0024 CONSERVATION TRUST FUND	\$1,570,681.47	\$0.00	\$0.00	\$194,108.57	\$16,378.57	\$0.00	(\$29,210.06)	\$1,751,958.55	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,311,151.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$42,331.49)	\$4,268,819.57	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$1,558,489.34	\$0.00	\$0.00	\$41,719.38	\$2,069,981.50	\$0.00	(\$6,463.16)	\$3,663,727.06	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$35,871,484.62	\$0.00	\$0.00	\$24,266.66	(\$173,244.89)	\$0.00	(\$1,523,598.16)	\$34,198,908.23	\$0.00
0029 DIA NOISE MITIGATION FUND	\$2,018,470.43	\$0.00	\$0.00	\$1,069.08	\$0.00	\$0.00	\$0.00	\$2,019,539.51	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$898,330.10	\$0.00	\$0.00	\$116,795.36	\$6,508.41	\$0.00	(\$120,334.04)	\$901,299.83	\$0.00
0031 HEAD START	(\$158,242.66)	\$0.00	\$0.00	\$414,586.41	(\$112,301.97)	\$0.00	(\$342,028.27)	(\$197,986.49)	\$0.00
0034 COMM SERV BLOCK GRANT	(\$19,140.81)	\$0.00	\$0.00	\$38,387.71	\$44,950.37	\$0.00	(\$12,595.28)	\$51,601.99	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	(\$340,120.35)	\$0.00	\$0.00	\$118,430.58	(\$118,719.60)	\$0.00	(\$377,482.39)	(\$717,891.76)	\$0.00
0043 FRONT RANGE AIRPORT	\$1,641,366.39	\$0.00	\$0.00	\$220,363.42	(\$33,077.04)	\$0.00	(\$244,606.64)	\$1,584,046.13	\$0.00
0044 WASTE WATER TREATMENT PLANT	(\$267,197.04)	\$0.00	\$0.00	\$0.00	(\$1,512.57)	\$0.00	(\$8,262.23)	(\$276,971.84)	\$0.00
5410 SHERIFFS COMMISSARY	\$2,297,259.71	\$0.00	\$0.00	\$57,662.05	(\$64,422.73)	\$0.00	\$0.00	\$2,290,499.03	\$0.00
5420 SHERIFFS INTEL CONFIS	\$63,348.44	\$0.00	\$0.00	\$588.00	\$0.00	\$0.00	\$0.00	\$63,936.44	\$0.00
5430 SHERIFFS REC & FLOWER	\$11,414.86	\$0.00	\$0.00	\$0.38	(\$343.88)	\$0.00	\$0.00	\$11,071.36	\$0.00
5460 AIRPORT NOISE	\$103,442.61	\$0.00	\$0.00	\$6.48	\$901,134.65	\$0.00	\$0.00	\$1,004,583.74	\$0.00
5480 SALES TAX RECEIPT ACCT	\$211,150.11	\$0.00	\$0.00	\$3,901,478.21	(\$3,908,996.67)	\$0.00	\$0.00	\$203,631.65	\$0.00
<b>Total:</b>	<b>\$291,953,246.25</b>	<b>\$9,422.23</b>	<b>\$858,316.56</b>	<b>\$13,426,988.22</b>	<b>(\$835,215.59)</b>	<b>(\$128.85)</b>	<b>(\$30,964,105.37)</b>	<b>\$274,448,523.45</b>	<b>\$0.00</b>

Brigitte C. Quinn 1/9/17

**ADAMS COUNTY PUBLIC TRUSTEE OPERATIONAL EXPENSE FOR THE QUARTER ENDING DECEMBER 2016**

**PERSONNEL SERVICES**

Salary - Permanent	64,479.74
Salary - Regular Part Time	0.00
Salary - Temporary Part Time	0.00
Overtime	13.99
<b>TOTAL</b>	<b>64,493.73</b>

**FRINGE BENEFITS**

Medical Insurance	10,177.80
Dental Insurance	156.30
Vision Insurance	25.29
Life Insurance	95.76
Disability Compensation	538.74
Retirement (PT Match)	5,092.89
Workmen's Compensation	560.22
Fica (PT Match)	3,777.06
Mcr (PT Match)	883.34
<b>TOTAL</b>	<b>21,307.40</b>

**OPERATING AND MAINTENANCE**

Operating Supplies	915.90
Special Events	0.00
Releases - Postage	246.33
Envelopes & Labels	0.00
Books & Forms	123.01
Subscriptions	0.00
Publications	10.68
<b>TOTAL</b>	<b>1,295.92</b>

**CHARGES FOR SERVICES**

Office Equipment - Planned	0.00
Equipment Maint. & Rental	80.00
Office Equipment (Planned)	0.00
Business Meetings	0.00
Mileage Reimbursement	79.38
Water	0.00
Misc Expense	0.00
Petty Cash Expense	98.27
Auditing & Accounting	0.00
Office Rent & Storage Unit - Transferred from excess PT Fees to Escrow/Rent	0.00
Telephone	372.44
IT Support	195.00
Association Dues	0.00
Consultant - Non Recurring	1,600.00
Re-Recordings	11.00
Other Professional Service	0.00
Education & Training	0.00
Travel & Transportation	0.00
Insurance Premiums & Bonds	640.00
Computer Supplies/Upgrades	0.00
<b>TOTAL</b>	<b>3,076.09</b>

**CAPITAL OUTLAY**

Computer Software Purchases	0.00
Computer Hardware Purchases	0.00
Office Furniture & Equipment	0.00
<b>TOTAL</b>	<b>0.00</b>

**TOTAL EXPENDITURES FOR QUARTER** **90,173.14**

**RECONCILIATION**

Total of Other Check Not Written - Transferred from excess PT Fess to Escrow Holding/Rent	<b>(\$22,496.00)</b>
Other	\$0.00

Adjustment			\$0.00
Re-Recordings for the quarter			\$11.00
Total Deposits to General Exp.			\$112,658.14
Less Deposits to Postage/Misc/copies			\$0.00
	<b>TOTAL</b>		<b>\$90,173.14</b>
		<b>OVER/SHORT</b>	<b>0.00</b>

PUBLIC TRUSTEE REVENUE FOR QUARTER ENDING DECEMBER 2016

FORECLOSURE REVENUE:

Foreclosure and Withdrawal Fees (#4020) 33,886.00

TOTAL REVENUE COLLECTED FOR FORECLOSURES 33,886.00

PUBLIC TRUSTEE DOCUMENTS:

1 (Certificates of Redemption @ 30.00 each) 30.00

11 (Lienor Intents to Redeem @ 50.00 each) 550.00

24 (Public Trustee Deeds @ 30.00 each) 720.00

TOTAL REVENUE COLLECTED FOR FORECLOSURE DOCUMENTS 35,186.00

PUBLIC TRUSTEE RELEASE FEES:

8,375 (Releases executed @ 15.00 each) 125,625.00  
 returned check for release 0.00

PUBLIC TRUSTEE TAX ESCROW FEES

0 (PT tax escrow fees @ 75.00 each) 0.00

TOTAL OF ALL PUBLIC TRUSTEE FEES COLLECTED FOR THE QUARTER 160,811.00

OPERATIONAL EXPENSES FOR QUARTER

Personnel Services 64,493.73  
 Fringe Benefits 21,307.40  
 Operating & Maintenance 123,832.02  
 Charges for Services 26,868.01  
Capital Outlay 0.00  
 TOTAL OPERATIONAL EXPENSES 236,501.16

SUMMARY OF QUARTERLY TRANSACTIONS

Total Fees Collected for the Quarter 160,811.00  
 Less Operational Expenses for Quarter (112,669.14)  
 Transfer Escrow Holding (Rent) to excess PT Fees 22,496.00  
 Plus transfer from Copies to PT fees 0.00  
 Less transfer from ColoTrst to Excess PT Fees decrease Per CRS 38-37-104(3) (11,058.94)

BALANCE: 59,578.92



Excess fees submitted to treasurer Per CRS 38-37-104(3)

1st Quarter 2016 - \$49,556.49

2nd Quarter 2016 - \$59,259.21

3rd Quarter 2015 - \$41,637.59

4th Quarter 2015 - \$59,578.92

Reduction of Reserve Acct: \$11,058.94 per CRS 38-37-104(3) plus \$59,578.92 Reserve

Total Excess Fees paid to county in 2016 - \$210,032.21

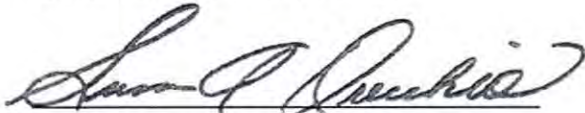
DISPOSITION OF BALANCE OF PUBLIC TRUSTEE FEES COLLECTED 2016

QUARTER ENDING BALANCE	59,578.92
AMOUNT DEPOSITED WITH ADAMS COUNTY TREASURER	59,578.92
TRUSTEE ESCROW FUND PER C.R.S. 38-37-104	365,969.55

ENDING QUARTER BALANCES OF PUBLIC TRUSTEE ACCOUNTS

Copies & Misc. Accts (Beg. Bal 23491.91 + 4199.85 revenues -<10841.04> expenses	16,850.72
Postage Acct (Beg. Bal 6012.38 + 9323.42 revenues - <10466.51> expenses	4,869.59
PT Reserve Fund Acct (Beg. Bal 384099.99 + Interest less transfer to PT fees Per CRS 38-37-104(3) <11058.94>	384,099.99

Susan A. Orecchio upon oath duly sworn deposes and says the information contained herein above is true and correct to the best of her knowledge.

  
 Susan A. Orecchio, Adams County Public Trustee



STATE OF COLORADO>

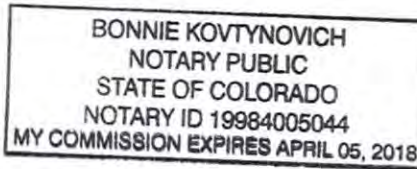
COUNTY OF ADAMS>

The foregoing was acknowledged before me on 1-12-17 by Susan A. Orecchio as the Public Trustee of Adams County, Colorado.

My Commission Expires:

Notary Public





ADAMS COUNTY BOARD OF COMMISSIONERS APPROVAL

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair, Adams County Board of Commissioners



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Adams County Head Start's Colorado Preschool Program Contract with Westminster Public Schools for PY 2016-2017
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Program Contract with Westminster Public Schools for PY 2016-2017

### **BACKGROUND:**

Adams County Head Start (ACHS) would like to enter into the Colorado Preschool Program (CPP) contract with Westminster Public Schools. ACHS will have the ability to enroll up to eighty (80) children at any one time in its Preschool program under the guidelines of the Colorado Preschool Program. For each child enrolled, Westminster Public Schools will pay to ACHS the sum of \$243.00 per month for a period not to exceed nine consecutive months or a total of \$2,187.00 per enrollee.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Westminster Public Schools

### **ATTACHED DOCUMENTS:**

Resolution attached  
Program Contract

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

**Fund:** 31

**Cost Center:** 936317

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		174,960
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b>174,960</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7001.9215		174,960
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>174,960</b>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**

**RESOLUTION APPROVING COLORADO PRESCHOOL PROGRAM  
CONTRACT 2016-2017 BETWEEN ADAMS COUNTY HEAD START AND  
WESTMINSTER PUBLIC SCHOOLS**

**WHEREAS**, Adams County Head Start (ACHS) would like to enter into the attached Colorado Preschool Program contract with Westminster Public Schools; and,

**WHEREAS**, pursuant to the contract, Westminster Public Schools will provide eighty (80) Colorado Preschool Program slots at \$243.00 a month per child to Adams County Head Start to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Program Contract 2016-2017 between Adams County Head Start and Westminster Public Schools be APPROVED.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to execute said contract on behalf of Adams County.


**WESTMINSTER PUBLIC SCHOOLS  
COLORADO PRESCHOOL PROGRAM CONTRACT  
2016 - 2017**

THIS AGREEMENT is entered into this thirty-first day of October, 2016 by and between Adams County Head Start and Westminster Public Schools ("WPS").

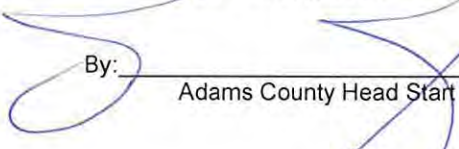
In consideration for the mutual covenants and obligations set forth the parties hereto agree and stipulate as follows:

1. Adams County Head Start shall have the ability to enroll up to and including eighty (80) children at any one time in its Preschool program under the guidelines of the Colorado Preschool Program.
2. For each child so enrolled, WPS will pay to Adams County Head Start the sum of \$243.00 per month for a period not to exceed nine consecutive months or a total of \$2187.00 per enrollee. If the enrollee is enrolled in preschool for less than a full month, the \$243.00 monthly payment may be pro-rated on a per day basis.
3. WPS shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start no later than the fifteenth day of the month following the just completed program month.
4. WPS shall provide access to parent training and staff development opportunities based on needs identified by the Colorado Preschool Program Council.
5. Adams County Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations there under, including the following:
  - (a) Adams County Head Start will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program the School District deems necessary to ensure that Adams County Head Start is complying with those requirements.
  - (b) Adams County Head Start assures the District that the services provided to each child under this agreement are in addition to services that Adams County Head Start is otherwise providing and that any payments made under this agreement to Adams County Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start.
  - (c) Adams County Head Start and WPS shall develop a plan for the transition from the preschool program to kindergarten of children who are provided services under this Agreement.

Westminster Public Schools

By:   
Larry Dean Valente, Board of Education President

By:   
Ryan McCoy, Board of Education Secretary

By:   
Adams County Head Start





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 1/24/17
<b>SUBJECT:</b> Signatory approval for park facility leases
<b>FROM:</b> Nathan Mosley, Parks and Open Space Director
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the resolution allowing staff members to sign and approve specific lease contracts for park facilities.

### **BACKGROUND:**

The Board of County Commissioners must formally designate signators to allow Nathan Mosley, Casandra Bossingham and Kurt Carlson from the Adams County Parks and Open Space Department to sign and approve specific lease contracts during the 2017 calendar year for park facilities based on facility rental policies and associated prices approved on 6/28/16.

**C.R.S. 30-11-101, authorizes the Board of County Commissioners to lease any real or personal property as either Lessor or Lessee, including facilities located thereon, when deemed by the Board of County Commissioners to be in the best interest of the County.**

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FORMALLY APPOINTING KURT CARLSON, CASANDRA BOSSINGHAM AND NATHAN MOSLEY AS SIGNATORS FOR CALENDAR YEAR 2017, ALLOWING THEM TO APPROVE SPECIFIC FACILITY LEASE AGREEMENTS AT THE REGIONAL PARK COMPLEX AND ROTELLA PARK ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO

WHEREAS, C.R.S. § 30-11-101, authorizes the Board of County Commissioners to lease any real or personal property as either Lessor or Lessee, including facilities located thereon, when deemed by the Board of County Commissioners to be in the best interests of the County and its inhabitants; and,

WHEREAS, The Board of County Commissioners, County of Adams, has formally adopted certain lease policies and applicable fees for facilities at the Regional Park Complex and Rotella Park which are an integral part of all facility lease agreements; and,

WHEREAS, the Adams County Board of County Commissioners wishes to appoint designated signators for calendar year 2017 to approve contractual lease agreements on the County's behalf with respect to leasing real property at the Regional Park Complex and Rotella Park; and,

WHEREAS, Kurt Carlson, Casandra Bossingham and Nathan Mosley are employees of Adams County possessing the requisite knowledge to competently represent the County in this regard.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Kurt Carlson, Casandra Bossingham and Nathan Mosley are hereby formally appointed as signators for calendar year 2017 in order to formalize specific facility lease agreements at the Regional Park Complex and Rotella Park on behalf of Board of County Commissions, County of Adams, State of Colorado.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Amendment to the Reffel Property Conservation Easement
<b>FROM:</b> Aaron Clark and Nathan Mosley
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Amendment to the Reffel Property Conservation Easement

### **BACKGROUND:**

The Parks & Open Space Department (POSD) is requesting BoCC approval of an amendment to the conservation easement on the Reffel Property, which is located along Riverdale Road. Adams County received funding from Great Outdoors Colorado (GOCO) for the purchase of the property. Colorado Open Lands (COL) holds a conservation easement on the property, which was required as a condition of GOCO funding. The Reffel Property is part of the County's 88<sup>th</sup> Avenue Open Space.

As part of the POSD's ongoing work to renovate and improve visitor facilities at the 88<sup>th</sup> Avenue open space, the POSD plans to build a trailhead on the Reffel property. This will include a parking lot, restrooms, and trail access for the South Platte River Trail and other trails around the open space. While the Reffel property was always intended by the POSD as the site of a future trailhead along with other facilities, the conservation easement language is unclear regarding precisely what is permitted. The POSD and COL have worked together to clarify the easement language through an amendment. This amendment will remove any doubts regarding the permitted uses of the Reffel property.

GOCO, as the funder of the Reffel purchase, has reviewed the proposed amendment and has given its approval.

The POSD recommends that the BoCC approve the amendment to the conservation easement on the Reffel property.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

ADCO Parks & Open Space, Colorado Open Lands

**ATTACHED DOCUMENTS:**

Resolution  
Amendment to Reffel Property Conservation Easement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING FIRST AMENDMENT TO DEED OF  
CONSERVATION EASEMENT BETWEEN ADAMS COUNTY AND  
COLORADO OPEN LANDS FOR THE REFFEL PROPERTY**

WHEREAS, on November 24, 2003, Adams County conveyed a conservation easement on the Reffel Property to Colorado Open Lands; and,

WHEREAS, one of the Conservation Values of the Reffel Property that the easement seeks to preserve and protect is its availability for passive recreational use; and,

WHEREAS, by means of the attached First Amendment, Adams County and Colorado Open Lands wish to amend the Easement to allow for the relocation of a planned parking lot and to allow for additional minor improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the First Amendment to the Deed of Conservation Easement between Adams County and Colorado Open Lands for the Reffel Property is hereby approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to sign said First Amendment on behalf of Adams County.

**FIRST AMENDMENT TO  
DEED OF CONSERVATION EASEMENT  
REFFEL PROPERTY**

THIS FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT (the “**Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO**, the address of which is 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter “**Grantor**”) and **COLORADO OPEN LANDS**, a Colorado non-profit corporation, the address of which is 355 S. Teller St. Suite 210, Lakewood, CO 80226 (hereinafter “**Grantee**”). The following exhibits are attached hereto and made a part hereof:

- Exhibit A - Legal Description of the Property
- Exhibit B-1 - Revised Map of Property
- Exhibit D - GOCO Approval of Amendment

RECITALS

- A. The Board of County Commissioners of the County of Adams, State of Colorado, conveyed to Colorado Open Lands, a Colorado non-profit corporation, that certain Deed of Conservation Easement recorded November 24, 2003, at Reception No. C1243415 in the records of the Clerk and Recorder of Adams County, Colorado (the “**Easement**”), which encumbers the 27.77 acres of real property described on Exhibit A, located in Adams County, Colorado (the “**Property**”).
- B. One of the Conservation Values of the Property that the Easement seeks to preserve and protect is its availability to the public for passive recreational use.
- C. Grantor and Grantee wish to amend the Easement to allow for the relocation of a planned parking lot and to allow for additional minor improvements. The parties agree that the new location of the parking lot will better serve the needs of visitors to the Property and that the additional minor improvements will support the permitted public recreational use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Exhibit B of the Easement is hereby replaced by the attached Exhibit B-1, which depicts the Property and the location of the “**Trailhead Envelope.**” The parking lot is permitted to be only within the Trailhead Envelope.

2. Paragraph 4.B. of the Easement entitled “Other Improvements” is hereby amended to also allow the Grantor to construct and maintain a picnic pavilion and a restroom pavilion in the

Trailhead Envelope as shown on **Exhibit B-1** and to permit the placement of a sign on the Property that denotes the entrance to the park.

3. Paragraph 16 of the Easement entitled “Notices” is hereby revised to update the address of Grantee to:

Colorado Open Lands  
355 S. Teller St. Suite 210  
Lakewood, CO 80226  
Phone: (303) 988-2373

and to update the address and phone number of the State Board of the Great Outdoors Colorado Trust Fund (“Board”) to:

State Board of the Great Outdoors Colorado Trust Fund  
1900 Grant St., Suite 725  
Denver, CO 80203  
Phone: (303) 226-4500

4. The parties agree that this amendment is permitted under Paragraph 21.F. of the Easement as it is consistent with the preservation and protection of the Conservation Values and does not affect the perpetual duration of the Easement. Furthermore, the parties agree that this amendment will improve the public access and recreational component of the Property’s Conservation Values.

5. This Amendment has been approved by the Board, which contributed funds to the acquisition of the Property, as evidenced by the approval attached hereto as **Exhibit D**.

6. The Recitals, above and in the Easement, are an integral part of the Easement and are incorporated into the terms of the Easement.

7. Except as modified by this Amendment, the Easement remains in full force and effect. The perpetual nature of the Easement is uninterrupted by this Amendment.

IN WITNESS WHEREOF, Grantor and the Grantee have executed this First Amendment to Deed of Conservation Easement on the date above.

**GRANTOR:**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ADAMS, STATE OF  
COLORADO**

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Chairperson

APPROVED AS TO FORM:

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Adams County Attorney's Office

ATTEST:  
STAN MARTIN  
CLERK AND RECORDER

---

Deputy Clerk

**ACCEPTED:**

**GRANTEE:**  
**COLORADO OPEN LANDS, A COLORADO**  
**NON-PROFIT CORPORATION**

By: \_\_\_\_\_  
Anthony P. Caligiuri, President

STATE OF COLORADO    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Anthony P. Caligiuri as President of Colorado Open Lands, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land in the South one-half of the Northwest one-quarter and in the Southwest one-quarter of Section 19, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, and more particularly described as follows:

Commencing at the Southwest corner of Section 19; thence N 01°14'30" E, 3950.46 feet to the Northwest corner of the South one-half of the Northwest one-quarter of said Section 19; thence N 89°44'42" E, 2477.02 feet along the North line of the South one-half of the Northwest one-quarter of said Section 19 to a point on the Easterly right-of-way line of Riverdale Road, formerly known as County Road #86, and being the point of beginning; thence N 89°44'42" E, 21.89 feet along the North line of the South one-half of the Northwest one-quarter to the Northeast corner of the South one-half of the Northwest one-quarter of said Section 19; thence S 02°10'43" W, 1698.47 feet along the N-S centerline of said Section 19 to a point; thence S 42°32'59" W, 883.44 feet along a line that is 37.50 feet Northwesterly of and parallel to the Northwesterly right-of-way line of a transmission line easement; thence N 01°26'53" E, 270.08 feet to a point; thence N 90°00'00" W, 604.47 feet to a point on the Easterly right-of-way of Riverdale Road; thence N 30°46'47" E, 2418.66 feet along said Easterly line to the point of beginning;

Except that part as described in Book 133 at Page 512; except that part as described in Book 1124 at Page 428; and except that part to be deeded to Cooley Gravel Company, more particularly described as follows:

A part of the Southwest one-quarter of Section 19 Township 2 South, Range 67 West of the 6th Principal Meridian, City of Thornton, County of Adams, State of Colorado being more particularly described as follows:

Commencing at the South one-quarter corner of said Section 19; thence N 02°12'04" E, along the East line of the Southwest one-quarter of said Section 19; a distance of 2193.19 feet to the North line of a parcel of land described in Book 1124 at Page 428 of the Adams County Records, and the Point of Beginning; thence S 42°32'59" W, along said North line, a distance of 876.95 feet; thence N 00°55'15" W, along the East line of a parcel of land described in Book 133 at Page 512 of the Adams County Records, a distance of 17.49 feet to a point from which the Center of said Section 19 bears N 31°04'45" E, a distance of 1177.60 feet; thence N 42°20'18" E, a distance of 882.26 feet to a point on the East line of the Southwest one-quarter of said Section 19 from which point the Center of said Section 19 bears N 02°12'04" W, a distance of 356.68 feet; thence S 02°12'04" W, along the East line of the Southwest one-quarter of said Section 19, a distance of 23.61 feet to the Point of Beginning,

County of Adams, State of Colorado.

**Exhibit B-1**  
Revised Map of Property



**Exhibit D**  
GOCO Approval of Amendment



September 27, 2016

Colorado Open Lands  
Attn: Cheryl Cufre  
355 South Teller Street #210  
Lakewood, CO 80226

Re: Reffel Conservation Easement Amendment Request (GOCO Log #00719)

Dear Cheryl,

I have reviewed your request to approve the *First Amendment to Deed of Conservation Easement Reffel Property*. According to the documents you have provided, with this amendment you intend to clarify certain inconsistencies within the easement document, specifically regarding recreational activities and improvements. In addition, this amendment seeks to relocate a reserved building envelope to a more suitable location, based upon recent master planning and design work.

In accordance with the *Guidelines for Amending a GOCO-funded Conservation Easement*, I concur with your conclusions that the amendment (a) is not inconsistent with the conservation values of the easement, (b) will not confer an impermissible private benefit to the landowner, (c) will not affect the easement's perpetual duration, and (d) complies with the amendment provision of the conservation easement.

This letter constitutes GOCO's approval of the attached, revised version of the *First Amendment to Deed of Conservation Easement Reffel Property*. Prior to recording the amendment, please provide GOCO with a current title commitment or ownership and encumbrance report, as well as a resolution from the Colorado Open Lands governing board indicating the board's knowledge and approval of the amendment. Thank you for your diligence in resolving this issue.

Sincerely,

Chris Yuan-Farrell  
Open Space Program Coordinator



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24 <sup>th</sup> , 2017
<b>SUBJECT:</b> Grant Agreement with Great Outdoors Colorado (GOCO) for the Willow Bay Property Acquisition
<b>FROM:</b> Aaron Clark & Nathan Mosley
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON:</b> 10/18/16
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the grant agreement between the County and GOCO.

### **BACKGROUND:**

In November of 2016 the Parks & Open Space Department submitted a Great Outdoors Colorado (GOCO) Protect Initiative application for \$3,000,000 in order to fund the acquisition of the Willow Bay property, which has been a County priority for many years. In December, the GOCO Board approved the POSD's grant application for the full amount requested. GOCO policy requires that an authorized official sign a grant agreement.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

ADCO Parks & Open Space, Great Outdoors Colorado Trust Fund (GOCO).

### **ATTACHED DOCUMENTS:**

Grant Agreement, Resolution.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 27
<b>Cost Center:</b> 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Source of Funds	Grant Request	Cash Contribution	Total Funding	Brief Description
State of CO/NRD	\$3,685,900		\$3,658,900	NRD Recovery Fund award
ADCO Open Space Grant	\$3,000,000		\$3,000,000	OSAB recommendation
GOCO Protect Initiative	\$3,000,000		\$3,000,000	Awards announced 12/8/16
UDFCD		\$100,000	\$100,000	Floodplain Preservation \$
O.S. Projects (Fund 27)		\$241,100	\$241,100	30% shareback from OS tax
			<b>\$10,000,000</b>	

**RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS  
COUNTY AND THE STATE BOARD OF THE GREAT OUTDOORS  
COLORADO TRUST FUND FOR THE PURCHASE OF THE  
WILLOW BAY PROPERTY**

WHEREAS, Adams County applied for a Protect Initiative Grant from the Great Outdoors Colorado Trust Fund (GOCO) for the acquisition of the Willow Bay Property; and,

WHEREAS, the Board of County Commissioners of Adams County supports the acquisition of the Property; and,

WHEREAS, the Board of County Commissioners of Adams County has received a grant from GOCO to fund the acquisition, subject to the execution of a grant agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the Great Outdoors Colorado Trust Fund, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign said Grant Agreement on behalf of Adams County.

**PROJECT:**

**Project Title: Willow Bay Acquisition**  
**Contract Number: 17660**  
**Completion Date: June 8, 2018**

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**PARTIES TO AGREEMENT:**

**Board: The State Board of the Great Outdoors Colorado Trust Fund**  
**Grantee: Adams County**

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**RECITALS**

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the state’s parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (“Project Application”).

C. Grantee submitted a Project Application to the Board that contemplates the execution of the project entitled and described above (“Project”). The Project is briefly described in the Project Summary attached as Exhibit A. The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated in this Agreement.

D. The Board approved Grantee’s Project Application on December 8, 2016, subject to the execution of a detailed grant agreement and subject to the terms and conditions set forth in this Agreement. The parties intend this agreement to be the detailed final grant agreement required by the Board (“Agreement”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement.
2. **Representations and Warranties of Grantee.**
  - a. Grantee is a political subdivision of the State of Colorado, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached as Exhibit B.
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board awards to Grantee a sum not to exceed \$3,000,000.00 ("Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached as Exhibit C, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project no later than June 8, 2018 ("Completion Date"), which is 18 months after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants procedure, a summary of which is attached as Exhibit D and which may be amended from time to time by GOCO in its sole discretion. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.
7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the approved Budget, or as modified and approved in compliance with GOCO's procedure for Modifications to Acreage and/or Budget for Land Acquisitions Prior to Closing, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.



8. **Disbursement of Funds.** Prior to closing, GOCO will conduct a review of the due diligence documents associated with any land acquisition component of the Project, as described in GOCO's Land Acquisition Procedures, available at [www.goco.org](http://www.goco.org) or by contacting GOCO. GOCO reserves the right, in its sole discretion, to review other documents related to the transaction, even if not specifically mentioned in the Land Acquisition Procedures. Once GOCO has approved all of the due diligence for a land acquisition component, GOCO will make payment by wiring funds to closing.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the purchase price of any interest in real property described in the Project Application, which may not exceed the fair market value as established by appraisal, and for costs associated with the Project, including expenses for a title policy (including endorsements and other title company charges); an appraisal; contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan; a survey, if needed; and a geologist's letter, if needed.

b. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, acquisition of a different property from that presented in the Project Application, a reduction in acres acquired, a reduction in the total cost of the Project, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Property and Project Operation and Maintenance.**

a. Grantee shall continue ownership of the property acquired with the Grant ("Property") and manage the Property for the purposes specified in the Project Application indefinitely.

- b. Failure to comply with the provisions of Paragraph 13 may be deemed a breach by Grantee under Paragraph 21, below.
- c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project or the Property.
- d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project indefinitely. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold payment pending evidence of placement of permanent signage.

- b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Project for publicity purposes to the extent allowed by the landowner, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from the Grantee.
- d. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.
- g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except to the extent such liability is caused by the actions of the State of Colorado, the Board, its members, officers, agents or employees and such indemnity or right of contribution is permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification).
- b. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.
- c. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of

the immunities, rights, benefits or protections provided to the parties under the Colorado Governmental Immunity Act (“CGIA”) as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted). The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the parties, their members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the parties, their members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation, and maintenance of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee that pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;

c. any statement or representation made by Grantee in the Project Application, this Agreement, the due diligence documentation, or otherwise is untrue, inaccurate or incomplete in any material respect;

d. the results of GOCO’s review of the due diligence are not acceptable to GOCO;

e. the Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that, in the Board’s judgment, make the Project impracticable;

f. the Project will not or cannot be completed within the approved Budget, or as modified and approved in compliance with GOCO's procedure for Modifications to Acreage and/or Budget for Land Acquisitions Prior to Closing, or the total Project cost and/or Grantee's matching funding are reduced;

g. Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use;

h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado, and venue for any dispute under this Agreement shall lie exclusively in the City and County of Denver.
25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. **Time is of the Essence.** Time is of the essence in this Agreement.
28. **Survival.** The terms and provisions of this Agreement and the parties' covenants under this Agreement shall survive the funding of the Grant and the completion of the Project.
29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.
30. **Third-Party Beneficiary.** The Board and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee and that no third-party beneficiaries are intended.
31. **Construction.** Each party has reviewed this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. **Waiver.** The failure of either party to enforce a term of this Agreement shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable under this Agreement unless signed by the party against whom the waiver is sought to be enforced.
33. **Entire Agreement.** Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.
34. **Termination of the Board.** If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and

assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of .

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
ADAMS COUNTY

By:

By:

Jim Spaanstra  
Executive Director

Title:

GOCO Program Staff:  
Route Grant Agreement to  
Executive Director for signature:

\*NOTE\* Signee should be same individual  
authorized to sign grant agreement in  
attached resolution (EXHIBIT B)

**EXHIBIT A**  
**Project Summary**

<b>Rank: 1</b>	<b>Overall Score: 87</b>
----------------	--------------------------

**Applicant:** Adams County Parks & Open Space  
**Project Title:** Willow Bay Acquisition  
**County:** Adams  
**Log #:** 17660

<b><u>Funding Summary:</u></b>	Applicant Funding	\$3,205,000
	Partner(s) Funding	\$3,871,500
	<b>GOCO Grant Amount</b>	<u>\$3,000,000</u>
	Total Project Cost	\$10,076,500
	Land Donation	\$0

**Project Description:**

Adams County will acquire the 174-acre Willow Bay property in the City of Brighton, which includes a 100-acre private reservoir. The county and The Trust for Public Land have been pursuing this property for more than 20 years and now have it under contract for a closing in early 2017. If this acquisition is not completed, the landowners plan to move forward with a private lake estate development in the near future. The county will open the site to the public for recreation including non-motorized boating, fishing, paddle-boarding, picnicking, and trail access. It is adjacent to the South Platte River and will accommodate the eventual extension of the South Platte River Trail. Additionally, the property is visible from E-470 and easily accessible from Brighton Road and the existing trail system. It is in the vicinity of multiple public open space properties including the Adams County Regional Park. There are no water rights associated with the property; the unlined reservoir is fed by groundwater. It has no connection to the river, and no augmentation is required. The county plans to construct improvements including parking, restrooms, picnic shelters, fishing piers, and a boat ramp; therefore, staff is recommending funding the project with local government purpose funds.

**Staff Comments:**

This is a once-in-a-lifetime opportunity to turn this existing reservoir into a public amenity for local and metro area residents.

The county would never be able to construct a similar facility from scratch.

The county has secured multiple sources of matching funds at substantial amounts, demonstrating the importance of this acquisition.

Great opportunity for access in a high-use area.

Public acquisition of this property is also needed to protect the anticipated route of the extension of the South Platte River Trail.



**EXHIBIT B  
RESOLUTION**

**EXHIBIT C**  
**PROJECT BUDGET**

(Submit a new budget if the project numbers have changed.)

## **EXHIBIT D OVERDUE GRANTS PROCEDURE**

GOCO understands that there are unforeseen circumstances that may interfere with a grantee's ability to complete a project by the project completion date set forth in the grant agreement. This procedure outlines the options available to grantees to extend a grant deadline.

- 1) Staff Extensions: Staff can grant an extension for at least 90 days and up to the date of the next scheduled GOCO Board meeting beyond that 90 days. A grantee may only request one staff extension per project.
  - a. The grantee must submit a request for a staff extension prior to the original project completion date via email or postal mail to the appropriate GOCO program staff.
  - b. Requests must include the following: a) grantee name; b) project title; c) contract number from the grant agreement; d) original project completion date; e) percent of project completed to date or due diligence items completed to date for land acquisitions; f) reason for delay; g) estimated date of project completion or closing; and h) estimated date of final report submission to GOCO, if applicable.
  - c. Staff will notify the grantee via email of the decision to grant or deny the request for a staff extension.
- 2) Board Extensions: If the grantee needs more time than a staff extension would provide, the grantee must request a board extension. A grantee can request a second board extension if needed, although this is not a favorable action.
  - a. The grantee must submit a request for a board extension prior to the original or staff-extended project completion date via email or postal mail. Requests must be sent to the appropriate GOCO program staff.
  - b. Requests must include the following: a) grantee name; b) project title; c) contract number from the grant agreement; d) original project completion date and, if applicable, staff-extended project completion date; e) percent of project completed to date or due diligence items completed to date for land acquisitions; f) reason for delay; g) estimated date of project completion or closing; and h) estimated date of final report submission to GOCO, if applicable.
  - c. The board will consider the request for board extension at its next scheduled meeting. Staff will notify the grantee via email of the board's decision to grant or deny the request for a board extension.
  - d. Requests for a second board extension must follow all of the procedures listed above.
- 3) To request a staff or board extension, use the *Project Extension Request* form.
- 4) GOCO expects the grantee to request the appropriate amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or the board, may result in the de-authorization of the grant and a suspension from applying in future grant cycles.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Midtown Subdivision, Filing No. 2, Second Bond Release
<b>FROM:</b> Jeffery A. Maxwell, P.E., PTOE, Director of Transportation
<b>AGENCY/DEPARTMENT:</b> Transportation
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution granting the release of a Second Bond related to the Final Acceptance of the Public Improvements, as they relate to the Midtown Subdivision Filing No. 2, and the release of collateral in the amount of \$142,469.50 to guarantee the Public Improvements are constructed at the Midtown Subdivision, Filing No. 2 (Case No. PRC2013-00011).

### **BACKGROUND:**

The Midtown Subdivision, Filing No. 2 is generally located at 67<sup>th</sup> Place and Warren Drive in unincorporated Adams County as indicated by the attached map (Exhibit A). The Public Improvements have satisfactorily completed the guarantee period and The Midtown Subdivision, Filing No. 2 was granted Final Acceptance on February 2, 2016 by Resolution No. 2016-111. An additional bond, Bond Number TM5149605/015041942 for \$142,469.50 was submitted to cover the “Administrative Costs and Inflation Costs.” The previous collateral was released by the aforementioned Resolution No. 2016-111, leaving Bond Number TM5149605/015041942 for \$142,469.50 un-released. This additional collateral, will need to be released in full or as necessary, specifically known as Bond Number TM5149605/015041942 for \$142,469.50.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Transportation Department  
Adams County Attorney’s Office

**ATTACHED DOCUMENTS:**

Resolution  
Resolution No. 2016-111  
Exhibit A

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION APPROVING THE RELEASE OF THE SECOND BOND, BOND NUMBER TM5149605/015041942 FOR \$142,469.50, FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN SUBDIVISION, FILING NO. 2., CASE NO. PRC2013-00011

WHEREAS, the required public street improvements have been constructed at the Midtown Subdivision, Filing No. 2, (Case No. PRC2013-00011) in accordance with the approved construction drawings and granted Final Acceptance by Resolution No. 2016-111 on February 2, 2016; and,

WHEREAS, Bond Number TM5146882/015041919 in the amount of \$712,340.00, was released when the Midtown Subdivision Filing No. 2 was granted Final Acceptance by Resolution No. 2016-111 on February 2, 2016, and all public street improvements have been constructed as indicated in this same resolution; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Transportation Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Transportation Department recognizes that Final Acceptance of the public improvements constructed at the Midtown Subdivision have been previously granted, and that the posted collateral as noted in Bond Number TM5149605/015041942 for \$142,469.50, should be released in full.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown Subdivision, Filing No. 2, have been completed and accepted, and Bond No. TM5149605/015041942 shall be released in full, in accordance with the provisions of the Adams County Development Standards and Regulations.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS  
CONSTRUCTED AT MIDTOWN AT CLEAR CREEK, FILING NO. 2 (CASE NO. PRC2013-  
00011) AND APPROVAL OF RELEASE OF COLLATERAL FOR PUBLIC  
IMPROVEMENTS

Resolution 2016-111

WHEREAS, a Subdivision Improvements Agreement with Midtown, LLC, for the construction of certain Public and Private Improvements, was approved by resolution of the Board of County Commissioners on August 16, 2013; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Transportation Department has inspected the public improvements for final acceptance; and,

WHEREAS, the Adams County Transportation Department finds that the required public improvements have been constructed at MIDTOWN AT CLEAR CREEK, FILING NO. 2 (CASE NO. PRC2013-00011) as indicated in Exhibit B of the Subdivisions Improvement Agreement and in accordance with the approved construction plans; and,

WHEREAS, the Adams County Transportation Department recommends final acceptance of the public improvements constructed at MIDTOWN AT CLEAR CREEK, FILING NO. 2 (CASE NO. PRC2013-00011); and,

WHEREAS, a bond was issued by Liberty Mutual Insurance Company, in the amount of \$712,340.00, for the developer's collateral for this agreement; and,

WHEREAS, in accordance with the provisions of the Subdivision Improvements Agreement, upon completion of said improvements, the bond shall be released in the amount of \$712,340.00; and,

WHEREAS, the Adams County Transportation Department recommends release of said collateral for the Public Improvements at MIDTOWN AT CLEAR CREEK, FILING NO. 2 (CASE NO. PRC2013-00011).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at MIDTOWN AT CLEAR CREEK, FILING NO. 2 (CASE NO. PRC2013-00011) be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that release of the aforementioned collateral be and hereby is approved in accordance with the provisions of the Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

O'Doriso \_\_\_\_\_ Aye  
Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye  
Pawlowski \_\_\_\_\_ Aye  
Commissioners

STATE OF COLORADO )  
County of Adams )

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 2<sup>nd</sup> day of February, A.D. 2016.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy





Exhibit A - Midtown Fil. No. 2

For display purposes only.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Colorado Preschool Program Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start and School District 27J
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Colorado Preschool Program Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start and School District 27J

### **BACKGROUND:**

Adams County Head Start (ACHS) would like to enter into the Colorado Preschool Program (CPP) Annual Cost Rate Addendum Agreement with School District 27J for PY 2016-2017. ACHS will have the ability to enroll up to sixty-three (63) children at any one time in its Preschool program under the guidelines of the Colorado Preschool Program. For each child enrolled, District 27J will pay to ACHS the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

School District 27J

### **ATTACHED DOCUMENTS:**

Resolution attached  
Annual Cost Rate Addendum Agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

**Fund:** 31

**Cost Center:** 936217

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$136,100.16
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b><u>\$136,100.16</u></b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7001.9215		\$136,100.16
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b><u>\$136,100.16</u></b>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

**RESOLUTION APPROVING COLORADO PRESCHOOL PROGRAM ANNUAL  
COST RATE ADDENDUM AGREEMENT 2016-2017 BETWEEN ADAMS  
COUNTY HEAD START AND SCHOOL DISTRICT 27J**

**WHEREAS**, Adams County Head Start (ACHS) would like to enter into the attached Colorado Preschool Program agreement with School District 27J; and,

**WHEREAS**, pursuant to the agreement, School District 27J will provide sixty-three (63) Colorado Preschool Program slots at \$2,160.32 per enrollee to Adams County Head Start to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Program Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start and School District 27J be approved.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to execute said Cost Rate Addendum on behalf of Adams County.



**SCHOOL DISTRICT 27J**  
"Reaching Out In All Directions"  
18551 East 160th Avenue  
Brighton, CO 80601-3295  
(303) 655-2900 FAX (303) 655-2870  
Chris Fiedler, Ed. D. Superintendent

**Annual Cost Rate Addendum Agreement between  
School District 27J and Adams County Head Start  
Colorado Preschool Program  
2016-2017**

THIS AGREEMENT is entered into this first day of August 2016 by and between Adams County Head Start and Adams County School District No. 27J. In consideration for the mutual covenants and obligations set forth in the Cooperative Agreement, the parties hereto agree and stipulate to the following:

1. Adams County Head Start shall have the ability to enroll up to sixty three (63) children, who are three or four years old on or before October 1 of the school year they attend, at any one time in its Preschool program under the guidelines of the Colorado Preschool Program. Three year olds need to have 3 qualifying factors as per the Colorado Preschool Program guidelines.
2. For each child so enrolled, District 27J will pay to Adams County Head Start the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee. School District 27J will compensate Adams County Head Start for enrollees who are absent for 5 or less days within a given month. Enrollees who are absent for 6 or more days, will not receive compensation for those days missed.
3. School District 27J shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start no later than the fifteenth of the month in accordance with the Invoice presented. Adams County Head Start Invoice will include full names and attendance information of all CPP students served at the site for the program month billed.
4. School District 27J shall provide access to parent training and staff development opportunities based on needs identified by the Colorado Preschool Program Council.
5. Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations hereunder, including the following:
  - (a) Adams County Head Start will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program School District 27J deems necessary to ensure that Adams County Head Start is complying with those requirements.
  - (b) Adams County Head Start assures the District that the services provided to each child under this agreement are in addition to services that Head Start is otherwise providing and that any payments made under this agreement to Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start.

Adams County School District No. 27J

By: Mary Gomez  
Mary Gomez, Director of Special Education

By: Lori Schiek  
Lori Schiek, Executive Director of Finance

Adams County Head Start

By: \_\_\_\_\_  
Adams County Chairperson Board of Commissioners

nk  
pk



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Adams County Head Start Brighton Site's Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2016-2017
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start Brighton Site to enter into the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2016-2017

### **BACKGROUND:**

Adams County Head Start (ACHS) would like to enter into the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2016-2017. ACHS will have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act (IDEA). For each child enrolled, District 27J will pay to ACHS Brighton Site the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

School District 27J

### **ATTACHED DOCUMENTS:**

Resolution attached  
Annual Cost Rate Addendum Agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

**Fund:** 31

**Cost Center:** 936217

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$21,603.20
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$21,603.20</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7001.9215		\$21,603.20
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$21,603.20</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

**RESOLUTION APPROVING COLORADO PRESCHOOL SPECIAL  
EDUCATION PROGRAM ANNUAL COST RATE ADDENDUM AGREEMENT  
2016-2017 BETWEEN ADAMS COUNTY HEAD START  
BRIGHTON SITE AND SCHOOL DISTRICT 27J**

**WHEREAS**, Adams County Head Start (ACHS) would like to enter into the attached Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J; and,

**WHEREAS**, School District 27J will provide ten (10) Colorado Preschool Special Education Program slots at \$2,160.32 per enrollee to Adams County Head Start Brighton Site to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement 2016-2017 between Adams County Head Start Brighton Site and School District 27J be approved.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to execute said Annual Cost Rate Addendum Agreement on behalf of Adams County.





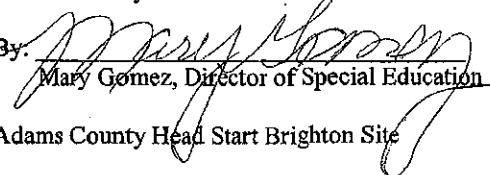
**SCHOOL DISTRICT 27J**  
**"Reaching Out In All Directions"**  
 18551 East 160th Avenue  
 Brighton, CO 80601-3295  
 (303) 655-2900 FAX (303) 655-2870  
 Chris Fiedler, Ed. D. Superintendent

**Annual Cost Rate Addendum Agreement between  
 School District 27J and Adams County Head Start Brighton Site  
 Colorado Preschool Special Education Program  
 2016-2017**

THIS AGREEMENT is entered into this first day of August 2016 by and between Adams County Head Start Brighton Site and Adams County School District No. 27J. In Consideration for the mutual covenants and obligations set forth in the Cooperative Agreement, the parties hereto agree and stipulate to the following:

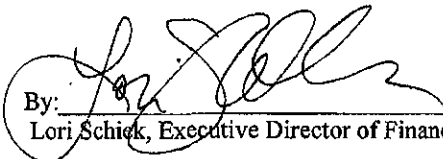
1. Adams County Head Start Brighton Site shall have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act (IDEA). These children must be three years or older during the 2016-2017 school year at have an active Individual Education Program (IEP).
2. For each child so enrolled, District 27J will pay to Adams County Head Start Brighton Site the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee. School District 27J will compensate Adams County Head Start Brighton Site for enrollees who are absent for 5 or less days within a given month. Enrollees who are absent for 6 or more days, will not receive compensation for those days missed.
3. School District 27J shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start Brighton Site no later than the fifteenth of the month in accordance with the Invoice presented. Adams County Head Star Brighton Site Invoice will include full names and attendance information of all IEP students served at the site for the program month billed.
4. School District 27J shall provide the specialized instructional services and supports as documented within the child's IEP during the time the child is in attendance in the Adams County Head Start Brighton Site.
5. Brighton Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations hereunder, including the following:
  - (a) Adams County Head Start Brighton Site will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program School District 27J deems necessary to ensure that Adams County Head Start Brighton Site is complying with those requirements.
  - (b) Adams County Head Start Brighton Site assures the District that the services provided to each child under this agreement are in addition to services that Brighton Head Start is otherwise providing and that any payments made under this agreement to Brighton Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start Brighton Site.

Adams County School District No. 27J

By:   
 Mary Gomez, Director of Special Education

Adams County Head Start Brighton Site

By: \_\_\_\_\_  
 Adams County Chairperson Board of Commissioners

By:   
 Lori Schick, Executive Director of Finance

*Handwritten initials: NK PF*



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Board of County Commissioners' 2017 Reorganization
<b>FROM:</b> Todd Leopold, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> January 17, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Board of County Commissioners' 2017 Reorganization

### **BACKGROUND:**

Annually, the Board of County Commissioners needs to select individual commission members to represent the Board of County Commissioners on regional and county boards and commissions. These appointments are twelve-month appointments.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 0001
<b>Cost Center:</b> 2053.6180

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ADOPTING COMMISSIONERS' 2017 REORGANIZATION

BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the annual reorganization of the Board of County Commissioners and various appointments and reappointments for the year 2017, be approved as follows:

**ELECTED COMMISSIONER REPRESENTATIVE TO THE FOLLOWING BOARDS:**

DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG):

Commissioner Eva Henry  
Commissioner Steve O'Dorisio (alternate)

URBAN DRAINAGE & FLOOD CONTROL:

Commissioner Chaz Tedesco

BOUNDARY CONTROL COMMISSION:

Commissioner Mary Hodge

ADAMS COUNTY ECONOMIC DEVELOPMENT BOARD (Executive Committee):

Commissioner Eva Henry  
Commissioner Erik Hansen  
Commissioner Mary Hodge

E-470 AUTHORITY:

Commissioner Chaz Tedesco  
Commissioner Erik Hansen (alternate)

HOUSING AUTHORITY:

Commissioner Eva Henry

ADAMS COUNTY WATER QUALITY ASSOCIATION:

Commissioner Mary Hodge

NORTH AREA TRANSPORTATION ALLIANCE (NATA):

Commissioner Chaz Tedesco

AIRPORT COORDINATING COMMITTEE

Commissioner Eva Henry  
Commissioner Chaz Tedesco  
Commissioner Erik Hansen  
Commissioner Steve O'Dorisio  
Commissioner Mary Hodge

REGIONAL ECONOMIC ADVANCEMENT PARTNERSHIP

Commissioner Mary Hodge

BRIGHTON SCHOOL DISTRICT 27J CAPITAL FEES FOUNDATION

Commissioner Chaz Tedesco

ADAMS COUNTY YOUTH INITIATIVE

Commissioner Chaz Tedesco

NORTH METRO CHAMBER OF COMMERCE DEVELOPMENT COUNCIL

Commissioner Steve O'Dorisio

I-36 CORRIDOR

Commissioner Erik Hansen

**CRIMINAL JUSTICE COORDINATING COMMITTEE**

Commissioner Steve O'Dorisio

**AURORA ECONOMIC DEVELOPMENT BOARD OF DIRECTORS**

Commissioner Chaz Tedesco

Commissioner Mary Hodge (alternate)

**HIGHLINE CANAL CONSERVANCY**

Commissioner Mary Hodge

**HIGHWAY 7 COALITION**

Commissioner Steve O'Dorisio

**PROGRESSIVE 15**

Commissioner Mary Hodge

**SMALL BUSINESS DEVELOPMENT CENTER ADVISORY BOARD**

Commissioner Steve O'Dorisio



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Interpretation and Translation Services
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Human Services Department, Children and Family Division
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to renew the agreement with One World Translation & Associates, Inc., to provide Interpretation and Translation Services.

### **BACKGROUND:**

One World Translation & Associates, Inc., has provided phone and in-person interpretation services to the Human Services Department, Children and Family Center Division, for the last three years. One World Translation & Associates, Inc., provides these services to the Children and Family Center Division clients experiencing language barriers, who are unable to read, write, or speak the English language, or are deaf/hearing impaired. In addition, face-to-face interpretation and translation services are required to clients at specific locations, and often at a short notice. One World Translation & Associates, Inc., provides interpretation service 24/7, offers services in over ninety (90) languages from around the world, and employs translators who strive to be culturally competent. On average, five-hundred (500) child welfare families per year need the assistance of an interpreter.

The County awarded the above original Agreement on April 3, 2014. At this time, the Human Services Department, Children and Family Center Division is requesting the renewal of the agreement with One World Translation Associates, Inc., to provide interpretation and translation services.

One World Translation & Associates, Inc., has met the Human Services Department's expectations for the initial term of the Agreement.

The Human Services Department received a Block grant from the State to assist with the goals of the Children and Family Services program. The grant awarded will provide for eighty (80%) percent funded by the State, with Adams County responsible for the remaining twenty (20%) percent.

The total cost for the renewal will be in the amount of sixty thousand dollars and no cents (\$60,000.00). The service effective date will begin July 1, 2016 through June 30, 2017.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department, Children and Family Division

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 15</b>
<b>Cost Center: 201032001210</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5755		\$ 48,000.00
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$ 48,000.00</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7665		\$ 60,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$ 60,000.00</u>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING AMENDMENT TWO TO AGREEMENT BETWEEN ADAMS  
COUNTY AND ONE WORLD TRANSLATION & ASSOCIATES, INC., TO PROVIDE  
TRANSLATION AND INTERPRETATION SERVICES**

WHEREAS, One World Translation & Associates, Inc. is currently providing translation and interpretation services to the Human Services Department, Children and Family Center Division; and,

WHEREAS, this Human Service Department program is being funded eighty (80%) percent by the State, with Adams County responsible for the remaining twenty (20%) percent; and,

WHEREAS, One World Translation & Associates, Inc. agrees to provide the services for a total amount of \$60,000.00 for the last renewal year; and,

WHEREAS, the Human Services Department is pleased with services provided by One World Translation & Associates, Inc., under the current agreement, believes the renewal fees are fair and reasonable, and wishes to exercise the renewal of the existing agreement with One World Translation & Associates, Inc., by means of the attached Amendment Two to the Agreement between Adams County and One World Translation & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and One World Translation & Associates, Inc., be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chairperson is hereby authorized to sign Amendment Two with One World Translation & Associates, Inc., after approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Move Management Consulting Services for Human Services Center
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Facility Operations
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a Proposal Award to MovePlan for Move Management Consulting Services for the Adams County Human Services Center.

### **BACKGROUND:**

Adams County is currently constructing a new Human Services Center located at 11860 Pecos Street, Westminster, Colorado 80234. The facility will house more than 750 staff and serve approximately 500 clients per day. Current functions exist at other facilities (Human Services Building, Children and Family Center, Government Center and the Honnen Building) and will move into the new centralized Human Services Center location. In order to provide a seamless move of four buildings into one, it is necessary to hire a qualified moving manager and consultant to plan, coordinate, and supervise the relocation of existing staff, business materials, and associated equipment to the new Adams County Human Services Center.

A formal request for proposal was posted on Rocky Mountain E-Purchasing System (aka BIDNET). Proposals were opened on November 30, 2016. Four vendors submitted proposals, and after a thorough analysis two firms were short-listed. The evaluation committee determined that MovePlan was the most qualified, responsive and responsible proposer, providing the best value to Adams County.

The recommendation is that MovePlan be awarded an agreement for Move Management Consulting Services for the new Human Services Center in the not to exceed amount of \$123,710.00.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facility Operations  
Human Services

**ATTACHED DOCUMENTS:**

Resolution  
Evaluation Summary

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 0004
<b>Cost Center:</b> 3128

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u><u>                    </u></u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	9055	31281401	\$72,288,400
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>                    </u></u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO  
MOVEPLAN TO PROVIDE MOVE MANAGEMENT CONSULTING SERVICES FOR THE  
ADAMS COUNTY HUMAN SERVICES CENTER

WHEREAS, MovePlan submitted a proposal on November 30, 2016, to provide move management consulting services for the Human Services Center; and,

WHEREAS, after thorough evaluation it was deemed that MovePlan was the most responsive and responsible proposer; and,

WHEREAS, MovePlan agrees to provide move management consulting services for the Human Services Center in the not to exceed amount of \$123,710.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to MovePlan to provide move management consulting services for the Adams County Human Services Center.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with MovePlan after negotiation and approval as to form is completed by the County Attorney's Office.

**RFP # - 2016.622 MOVE MANAGEMENT CONSULTANT**

<b>CONTRACTOR: MOVEPLAN- New York, New York</b>						<b>\$123,710.00</b>
<b>CATEGORY: (project specific)</b>	<b>Weighted Score 1-5</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Evaluator 4</b>	<b>CATEGORY TOTALS</b>
Professionalism	5%	0.125	0.225	0.2	0.225	0.775
General Project Experience	10%	0.4	0.5	0.4	0.5	1.8
Work Plan and Project Approach	15%	0.525	0.675	0.675	0.75	2.625
Project Team	20%	0.7	1	0.7	0.9	3.3
Capability and Capacity	5%	0.15	0.25	0.175	0.225	0.8
COST	30%	1	1	1	1	5
<b>TOTALS:</b>		3.1	3.85	3.35	3.8	14.1

<b>TOTAL SCORE:</b>	14.1
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<b>CONTRACTOR: BGL- Denver, Colorado</b>						<b>\$156,400.00</b>
<b>CATEGORY: (project specific)</b>	<b>Weighted Score 1-5</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Evaluator 4</b>	<b>CATEGORY TOTALS</b>
Professionalism	5%	0.15	0.225	0.2	0.25	0.825
General Project Experience	10%	0.4	0.5	0.4	0.5	1.8
Work Plan and Project Approach	15%	0.6	0.75	0.6	0.75	2.7
Project Team	20%	0.6	1	0.8	1	3.4
Capability and Capacity	5%	0.15	0.25	0.175	0.25	0.825
COST	30%	1	1	1	1	4
<b>TOTALS:</b>		2.8	3.625	3.075	3.65	13.15

<b>TOTAL SCORE:</b>	13.15
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**COMMENTS**

All Inclusive Base Bid: \$101,200.00  
Alternate #1 is: \$ 9,550.00  
Supplemental Post Occupancy  
Allowance: \$ 12,960.00  
Proposed Contract Value:  
\$123,710.00

**COMMENTS**

Base price does not include  
Alternates or Reimbursable  
Fees, such as travel, meals,  
materials, etc.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> January 24, 2017
<b>SUBJECT:</b> Change Order Number Two for the Adams County Justice Center Phase II
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Facility Operations
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Change Order Number Two to the agreement with FCI Constructors for a revised Guaranteed Maximum Price for the Adams County Justice Center Phase II.

### **BACKGROUND:**

On April 19, 2016, the Board of County Commissioners approved an award of the contract for Construction Manager / General Contractor services for the Adams County Justice Center Phase II to FCI Constructors in the amount of \$17,695.00. On August 16, 2016, the Board of County Commissioners approved the proposed Guaranteed Maximum Price (GMP) to complete construction of the Adams County Justice Center Phase II in the amount of \$6,327,882.00

The above GMP was based on estimates and included contingency for unforeseen conditions as well as a bidding contingency to accommodate potential higher pricing for anticipated actual market conditions. Once FCI received the bids from all disciplines, the bidding contingency was no longer needed and the actual bid results were less than the GMP estimate. This resulted in a new refined GMP of \$5,627,882.00 for a new contract total of \$5,645,577.00, a \$700,000.00 reduction.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facility Operations

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 0004
<b>Cost Center:</b> 3097 Subledger 30971501

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u><u>                    </u></u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	3097.9050	30971501	\$6,946,077
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>                    </u></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING CHANGE ORDER NUMBER TWO TO AN AGREEMENT  
BETWEEN ADAMS COUNTY AND FCI CONSTRUCTORS FOR THE ADAMS COUNTY  
JUSTICE CENTER PHASE II BUILD OUT

WHEREAS, on April 19, 2016, FCI Constructors was awarded an agreement for Construction Manager General Contractor (CMGC) Services for the Adams County Justice Center Phase II Build Out in the amount of \$17,695.00; and,

WHEREAS, on August 16, 2016, Change Order Number One was approved for a Guaranteed Maximum Price for construction of the Adams County Justice Center Phase II Build Out in the amount of \$6,327,882.00; and,

WHEREAS, upon receiving the bids from all disciplines working on the project and removing the bidding contingency, FCI Constructors is able to reduce the Guaranteed Maximum Price for Adams County Justice Center Phase II Build Out to \$5,627,882.00 for a total contract amount of \$5,645,577.00.

WHEREAS, by means of the attached Change Order Number Two the parties wish to decrease the agreement price to reflect the above change.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Number Two to the Agreement between Adams County and FCI Constructors for the Adams County Justice Center Phase II Build Out be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the Change Order after negotiation and approval as to form is completed by the County Attorney's Office.